



**CERRO COPPER PRODUCTS CO.**

P.O. Box 88800  
St. Louis, MO 63188-8800  
(314) 337-8000

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3/22/95

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March 22, 1995

Thomas J. Martin, Esq.  
Associate Regional Counsel  
United States Environmental Protection Agency/Region Five  
77 West Jackson Boulevard  
Chicago, IL 60604-3590

RE: Access to Property Known as Sauget Area I,  
Site G, Sauget, IL

Dear Mr. Martin:

We are submitting this letter in response to the Consent for Access to Property that you forwarded to our counsel, Richard F. Ricci, on March 20, 1995. We are enclosing the executed Consent for Access despite the Agency's refusal to provide Cerro with any type of indemnification or hold harmless agreement with respect to personal injury or property damage that might be incurred by Agency personnel or contractors while on the property.

We must, however, protest in the strongest terms the Agency's refusal to provide any such protections to Cerro. We would note that as a matter of long-standing policy, Cerro requires any consultants or contractors entering onto its premises to do work to sign a hold harmless agreement. The need for such agreement is obvious with respect to Site G. As we advised you previously, Cerro has conducted absolutely no operations at Site G. Moreover, in light of the fact that Site G has been under the dominion and control of either the Illinois EPA or the USEPA since approximately 1988, Cerro is in no position to assess the potential risks attendant to the conduct of Activities at Site G. Indeed, inasmuch as the Agency has apparently determined that a removal action is necessary at the Site, the Agency is obviously in a much better position to assess the nature of any risk that the site presents.

Accordingly, in granting its consent to access, Cerro makes absolutely no representations or warranties, either expressed or implied, with respect to the conditions at Site G or the hazards that might be encountered there. Moreover, Cerro expressly advises the Agency, its officers, employees, contractors and authorized representatives that in entering onto Cerro's property pursuant to this consent, they are doing so at their own risk. Cerro expressly disclaims any liability or responsibility for any personal injury or property damage incurred by any Agency, officers, employees, contractors or authorized representatives present on Cerro's property pursuant to this Consent for Access. We hereby request that you provide any such personnel who will be entering onto Cerro's property pursuant to this Consent for Access with a copy of



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**Thomas J. Martin**  
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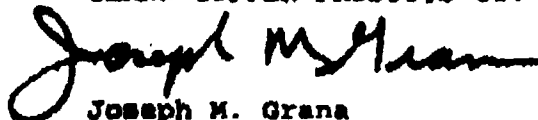
this letter so that they may be fully apprised of the risks that they are assuming. If you are unwilling to provide copies of this letter to such personnel, please advise us immediately.

Finally, please provide us with copies of any contracts that the Agency has entered into or will enter into with respect to activities to be undertaken at Site G, as well as copies of any health and safety plans developed in relation to such activities.

We are, of course, available should you have any questions or comments.

Very truly yours,

**CERRO COPPER PRODUCTS CO.**



**Joseph M. Grana**  
**Manager of Environmental,**  
**Energy and Health Services**

**JMG/pp**

**cc: Richard F. Ricci, Esq.**